

**SO ORDERED**



  
**THOMAS J. CATLIOTA**  
U.S. BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MARYLAND  
GREENBELT DIVISION

IN RE:  
NORWOOD MARSHALL  
Debtor

BCN#: 15-22734

Chapter: 13

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WELLS FARGO BANK, NA  
and its assignees and/or  
successors in interest,  
Movant,  
v.  
NORWOOD MARSHALL  
Debtor  
Respondents

**CONSENT ORDER RESOLVING  
MOTION FOR RELIEF  
FROM STAY**

This matter came on to be heard upon consideration of the Motion of Wells Fargo Bank, NA for Relief from Automatic Stay of 11 USC 362 (a) as to certain real property at 2121 PRINCESS ANNE CT, Bowie, MD 20716; and

It appearing that the parties consent to the entry of this Order;

IT IS HEREBY ORDERED, that the automatic stay of 11 USC 362 (a) is hereby terminated so as to permit the Movant to commence foreclosure proceedings in accordance with applicable state law and pursuant to the terms of the deed of trust securing the Movant as to the real property designated as 2121 PRINCESS ANNE CT, Bowie, MD 20716.

IT IS FURTHER ORDERED, that the Movant shall forbear from exercising any rights to foreclosure under applicable law as to the subject real property provided that, and so long as,

the Debtor performs under the note and security instrument and complies with the following terms and conditions of this Order:

- a) The Debtor shall cure the post petition arrearage of \$3,913.18, which amount includes payments February 15, 2017 through April 15, 2017 in the amount of \$1,449.52 each and debtor suspense of \$435.38.
- b) The Debtor shall cure the arrearage of \$3,913.18 by making the following payments which include fees and costs:

15th of May	\$652.20
15th of June	\$652.20
15th of July	\$652.20
15th of August	\$652.20
15th of September	\$652.20
15th of October	\$652.18

- c) In addition to curing the arrearage, the Debtor shall resume making regular monthly post petition payments due under the note beginning with the payment due May 1, 2017.
- d) All payments made pursuant to this Order shall be applied first to reimburse the creditor for its attorney fees and costs (in connection with this motion), in the amount of \$0.00. All further payments will be applied to the debt in the manner prescribed by the mortgage note and mortgage.
- e) If the debtor defaults upon payment under the terms of this order or if any payments which have been acknowledged in the calculation of the mortgage arrearage in this order, but which subsequently fail to clear and are dishonored, then the Movant shall:
  - mail to the Debtor and Debtor's counsel, and the Court, a notice setting forth the amount and nature of the default under the terms of this Order.
  - the Debtor may within twelve days of mailing the notice of default submit the required payment to bring the Debtor current pursuant to the terms of this order. Any cure of a notice of default must include all amounts set forth in the notice of default as well as any

payments which have subsequently accrued under the terms of this order and are due at the time the cure payment is tendered.

- f) Acceptance of partial payment by the Secured Creditor during the cure period shall not constitute a satisfaction or waiver of the notice of default; the forbearance provisions of this order shall terminate on the expiration of the twelve day period in the absence of complete cure notwithstanding partial payment.
- g) If the default is not cured within the cure period, or if no response is filed to said notice, within twelve days of the mailing of the notice, which response denies the default specifically referencing the amounts paid by the Debtor(s) since the entry of the Order by check, money order, and by requesting a hearing, the forbearance provisions of this order shall terminate and the Secured Creditor shall be free to foreclose its security interest, upon the mailing of a Notice, to all parties and the Court, of Secured Creditor's right to foreclose its security instrument, Subsequent to such sale, the Secured Creditor may take all lawful actions in accordance with state law, to take possession of the property and shall, pursuant to Local Bankruptcy Rule 4001-3, provide a copy of the Report of Sale and all Audits Reports to the Bankruptcy Trustee if there is a surplus over and above the debt owed to the foreclosing noteholder.

IT IS FURTHER ORDERED AND AGREED that the Debtors right to cure shall be limited to two (2) such opportunities and that upon the filing of a third default under the terms of the order; there shall be no further opportunity to cure and the Secured Creditor may proceed to foreclose its security interest in the subject real property.

IT IS FURTHER ORDERED AND AGREED that the Movant may at its option, offer, provide and enter into any potential forbearance agreement, loan modification, short sale, or other loan workout/loss mitigation agreement;

IT IS FURTHER ORDERED AND AGREED that should the instant case be converted for any reason to a case under any other chapter of the bankruptcy code, or dismissed or discharged, the Movant may immediately be free to exercise all rights provided by the security instrument as the forbearance provisions of this order shall terminate upon conversion, dismissal or discharge.

I ask for this:

/s/ Robyn A. McQuillen

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Kristine D. Brown, Esquire  
Federal I.D. Bar No. 14961  
William M. Savage, Esquire  
Federal I.D. Bar No. 06335  
Robyn A. McQuillen, Esquire  
Federal I.D. Bar No. 18550  
Counsel for Movant  
ecf@logs.com

Seen; Agreed:

/s/ Seth W. Diamond

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Seth W. Diamond, Counsel for Debtor

I HEREBY CERTIFY that the terms of the copy of the consent order submitted to the Court are identical to those set forth in the original consent order; and the signatures represented by the /s/\_\_\_\_ Robyn A. McQuillen \_\_\_\_\_ on the copy of the consent order submitted to the Court reference the signatures of consenting parties obtained on the original consent order.

/s/ Robyn A. McQuillen

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Kristine D. Brown, Esquire  
William M. Savage, Esquire  
Robyn A. McQuillen, Esquire

Copies of this order are to be sent to:

NORWOOD MARSHALL  
2121 PRINCESS ANNE CT  
BOWIE, MD 20716

TIMOTHY P. BRANIGAN  
14502 GREENVIEW DRIVE  
SUITE 506  
LAUREL, MD 20708

SETH W. DIAMOND  
8613 CEDAR STREET  
SECOND FLOOR  
SILVER SPRING, MD 20910

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10021 BALLS FORD ROAD, SUITE 200  
MANASSAS, VIRGINIA 20109

15-247581

**END OF ORDER**